

**NOTICE AND CALL OF SPECIAL
MEETING OF THE IRWINDALE CITY COUNCIL, SUCCESSOR
AGENCY, AND RECLAMATION AUTHORITY**

**TO THE MEMBERS OF THE IRWINDALE CITY COUNCIL,
SUCCESSOR AGENCY, AND RECLAMATION AUTHORITY:**

**NOTICE IS HEREBY GIVEN that a special meeting of the
Irwindale City Council, Successor Agency, & Reclamation Authority
is hereby called to be held on THURSDAY, MARCH 14, 2019 at 6:00
P.M. in the City Hall Council Chambers, 5050 N. Irwindale Avenue,
Irwindale, California.**

**Said special meeting shall be for the purpose of conducting
business in accordance with the attached Agenda.**

No other business will be discussed.

ORIGINAL SIGNED

Dated: March 7, 2019

Albert F. Ambriz, Mayor

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the Notice and Call of a Special Meeting of the Irwindale City Council, Successor Agency, & Reclamation Authority to be held on THURSDAY, MARCH 14, 2019, at 6:00 p.m., in the Irwindale City Council Chamber, to be hand delivered to each Council Member, posted at the City Hall, Library, and Post Office on Thursday, March 7, 2019, and sent by EMAIL to the San Gabriel Valley Tribune on the same date.

ORIGINAL SIGNED

Laura M. Nieto, MMC
Chief Deputy City Clerk



CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



AGENDA FOR THE SPECIAL MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

MARCH 14, 2019

6:00 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

CLOSED SESSION – CITY HALL CONFERENCE ROOM REGULAR MEETING – CITY HALL COUNCIL CHAMBER

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



CLOSED SESSION – 6:00 P.M.

1. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

A) Property:	United Rock Products Corporation Pit #3
Negotiating Parties:	City of Irwindale & United Rock Products Corp.
Under Negotiations:	Price and terms of potential acquisition
Conflict of Interest:	None

ADJOURN

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. ANNOUNCEMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Presentation of CHP 10851 Award to Corporal Diego Cornejo and Officer Byron Araica for their efforts toward the reduction of stolen vehicle crimes

2. Certificate of Recognition to Los Angeles County Fire Engineer Jadson Kading of Irwindale Station 48

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

None for approval

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Approval of Memorandum of Understanding Agreement between Owner Counties and Participants for the Use of the SECURE Government to Government (G2G) Portal

Recommendation: Authorize the City Manager to execute the Memorandum of Understanding Agreement between Owner Counties and Participants for the Use of the SECURE Government to Government (G2G) Portal.

2. NEW BUSINESS

A. Senior Citizen Commission Stipend

Recommendation: Provide direction to staff as Council deems appropriate.

3. PUBLIC HEARINGS

4. CITY MANAGER'S REPORT

5. AGENDA ITEM REQUESTS BY COUNCIL MEMBERS

6. ADJOURN

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. **CONSENT CALENDAR**

A. Minutes

Recommendation: Approve the following minutes:

None for approval

B. Warrants

Recommendation: Approve

2. **NEW BUSINESS**

3. **PUBLIC HEARINGS**

4. **ADJOURN**

RECLAMATION AUTHORITY

As required by Government Code section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of \$300 for attending the Reclamation Authority meeting

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Reclamation Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held December 12, 2018

B. 2019 1st Quarter Mining Report of Nine SMARA Pits

Recommendation: Receive and file the report.

C. Investment Quarterly Report – December 31, 2018

Recommendation: Receive and file the Investment Quarterly Report for December 31, 2018.

D. Reliance II Landfill – Request for Letter regarding Reclamation

Recommendation: Authorize the Executive Director to issue a letter to CalMat Co., dba Vulcan Materials Company, Western Division (CalMat Co.) regarding Reclamation of the Reliance II Landfill pertaining to the June 11, 2008 SMARA Operation Rights Transfer and Conveyance Agreement between Irwindale Reclamation Authority and CalMat Co.

2. NEW BUSINESS

3. PUBLIC HEARING

4. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the special meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Reclamation Authority, to be held on March 14, 2019 be posted at the City Hall, Library, and Post Office on March 7, 2019.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRVINDALE
PAYROLL WARRANT REGISTER
February 2019

13

Payroll Batch DATE OF ISSUE 2/14/19	409-02-19, 410-02-19, 411-02-19 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	37,070.18
	14 Finance Department	18,719.15
	15 Summer Youth	-
	35 Police Department	169,241.93
	40 Recreation Department	17,348.39
	42 Senior Citizens' Center	12,575.17
	44 Library	10,765.68
	51 Planning & Community Development	17,761.47
	52 Public Works - Engineering	19,066.79
	57 Public Works - Services	37,272.58
	Gross Payroll	341,552.49
	Required Deductions	(93,526.14)
	Voluntary Deductions	(11,382.61)
	Net Payroll	236,643.74

Payroll Batch DATE OF ISSUE 2/27/19	422-02-19, 427-02-19 DEPARTMENT	AMOUNT
	51 Planning & Community Development	17,648.50
	Gross Payroll	17,648.50
	Required Deductions	(5,031.21)
	Voluntary Deductions	(3.00)
	Net Payroll	12,614.29

Payroll Batch DATE OF ISSUE 2/28/19	423-02-19, 424-02-19 DEPARTMENT	AMOUNT
	11 City Council	5,491.56
	13 City Administrative Office	38,094.85
	14 Finance Department	18,474.80
	15 Summer Youth	-
	35 Police Department	149,626.65
	40 Recreation Department	17,279.86
	42 Senior Citizens' Center	12,455.56
	44 Library	10,373.76
	51 Planning & Community Development	15,628.48
	52 Public Works - Engineering	19,602.37
	57 Public Works - Services	36,370.34
	Gross Payroll	323,398.23
	Required Deductions	(85,265.63)
	Voluntary Deductions	(12,518.02)
	Net Payroll	225,614.58

Electronic Payments

February 2019

February 16 - 28, 2019



Reference Number	Vendor Name	Date	Amount
ACH	EDD	2/20/2019	17,649.62
ACH	Federal Tax	2/20/2019	46,334.77
ACH	ICMA	2/28/2019	213.39
ACH	PARS-PT	2/28/2019	963.94
ACH	PARS-FT	2/28/2019	19,341.83
ACH	Nationwide-457 Plan & Trust	2/28/2019	10,505.63
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	2/28/2019	1,767.00
ACH	CalPERS	2/20/2019	65,882.54
Report Total:			162,658.72

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
67759	AMERIFID	American Fidelity Assurance	02/28/2019	5,008.20
67760	AMERIC34	American Fidelity Assurance Co	02/28/2019	1,803.23
67761	AT&T06	AT & T	02/28/2019	1,350.75
67762	OROSCO05	Rebecca Bardales	02/28/2019	202.00
67763	BELTRA	Eloise Beltran	02/28/2019	202.00
67764	CALIFO02	California American Water	02/28/2019	12.26
67765	CACE	California Association of	02/28/2019	195.00
67766	CITRUS05	Citrus Valley Health Partners	02/28/2019	20.00
67767	BALDWI02	City of Baldwin Park	02/28/2019	125.00
67768	CPRSCA	CPRS Park & Recreation	02/28/2019	170.00
67769	DRDANI	Daniel T. Martinez	02/28/2019	2,685.00
67770	FRAIJO02	John Fraijo	02/28/2019	983.74
67771	FRONT01	Frontier Communications	02/28/2019	119.94
67772	HENSHA01	Ty Henshaw	02/28/2019	983.74
67773	HENSHA01	Ty Henshaw	02/28/2019	249.05
67774	HERNAN25	Christian Hernandez	02/28/2019	300.00
67775	HYATT02	Hyatt Regency Sacramento	02/28/2019	674.10
67776	HYATT02	Hyatt Regency Sacramento	02/28/2019	674.10
67777	HYATT02	Hyatt Regency Sacramento	02/28/2019	674.10
67778	HYATT02	Hyatt Regency Sacramento	02/28/2019	674.10
67779	JIVE01	Jive Communications, Inc.	02/28/2019	353.63
67780	LIEBERT	Liebert Cassidy Whitmore	02/28/2019	43.00
67781	PADILLAM	Melissa Marez	02/28/2019	202.00
67782	NATION23	National Union Fire Insurance	02/28/2019	601.81
67783	NEST01	Nestle Waters North America	02/28/2019	737.27
67784	NOCOM01	Natalie Nocom	02/28/2019	559.29
67785	SCE02	Southern California Edison	02/28/2019	1,337.44
67786	TYLER01	Jeff Tyler	02/28/2019	200.00
67787	VILLA07	Yolie Ann Villanueva	02/28/2019	110.00
67788	VISION01	Vision Service Plan - (CA)	02/28/2019	3,887.05
67789	ZEPEDA07	Priscilla Zepeda	02/28/2019	202.00
67790	CITY01	City of Hope	02/28/2019	70.00
67791	FRANC06	Franchise Tax Board	02/28/2019	125.00
67792	ICEA	Irwindale City Employee Assoc.	02/28/2019	550.00
67793	IMEA	Irwindale Mgmt Employee Assoc.	02/28/2019	380.00
67794	IRWIND02	Irwindale Police Officers Assoc.	02/28/2019	3,269.20

Report Total (36 checks):

29,734.00

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
67796	ACCO01	ACCO Engineering Systems	03/13/2019	2,623.00
67797	AECOM01	AECOM Technical Services Inc.	03/13/2019	8,140.59
67798	AH01	AH Illusions	03/13/2019	450.00
67799	ANIMAL03	Animal Pest Management Service, Inc.	03/13/2019	2,500.00
67800	ARROWA	Arrow Automotive Service	03/13/2019	5,896.25
67801	BAKER01	Baker & Taylor Books	03/13/2019	987.71
67802	BARNEY	Barney's Locksmith Service	03/13/2019	69.39
67803	BATE01	Bateman Community Living, LLC	03/13/2019	2,932.50
67804	BRITEW	Brite Works	03/13/2019	9,277.00
67805	CALIBE01	Caliber Commercial Pool Servic	03/13/2019	794.91
67806	CALTRON	Caltronics Business Systems	03/13/2019	15.00
67807	CARQUEST	Carquest	03/13/2019	48.68
67808	CASC01	CASC Engineering & Consulting	03/13/2019	12,644.50
67809	Cat Spec	Cat Specialities Inc	03/13/2019	492.04
67810	CINTAS	Cintas Corporation #693	03/13/2019	402.00
67811	CROWN03	Crown Castle USA Inc	03/13/2019	3,480.00
67812	DESIGN04	Design Concepts Consulting, Inc.	03/13/2019	5,950.00
67813	FCG01	FCG Consultants Inc.	03/13/2019	43,781.07
67814	FEDEX	FedEx	03/13/2019	17.48
67815	GENTRY	Gentry Brothers, Inc	03/13/2019	680.00
67816	GOV01	GovernmentJobs.com, Inc.	03/13/2019	2,793.00
67817	INLAND02	Inland Engineering	03/13/2019	2,720.00
67818	INTELL01	Intelli-tech, Inc.	03/13/2019	1,680.00
67819	JCL01	JCL Traffic	03/13/2019	1,007.71
67820	JCSPLU	JC's Plumbing & Backfolw Svc	03/13/2019	125.00
67821	JOEAGO	Joe A. Gonsalves & Son	03/13/2019	4,750.00
67822	JUSTIRE	Just Tires	03/13/2019	376.63
67823	LEWISE	Lewis Engraving, Inc.	03/13/2019	158.78
67824	LAEDC01	Los Angeles County Economic Developme	03/13/2019	105.00
67825	M3	M3	03/13/2019	5,808.89
67826	MARXBR	Marx Bros Fire Extinguisher Co	03/13/2019	3,246.78
67827	MERI01	Meridian Consultants, LLC	03/13/2019	20,822.50
67828	MIDWES	Midwest Tape	03/13/2019	1,000.00
67829	MIJACA	Mijac Alarm, Inc.	03/13/2019	24.00
67830	MURR01	Murray Company	03/13/2019	6,375.00
67831	NATION25	National Auto Fleet Group	03/13/2019	36,584.12
67832	OFFICE03	Office Depot	03/13/2019	1,454.67
67833	ORKINP	Orkin Pest Control	03/13/2019	379.05
67834	PACIFI13	Pacific Office Products	03/13/2019	183.41
67835	PITNEY06	Pitney Bowes, Inc	03/13/2019	229.86
67836	PLACE01	PlaceWorks, Inc.	03/13/2019	7,087.13
67837	PRAXAI	Praxair	03/13/2019	174.35
67838	PROPRINT	Pro Printing, Inc.	03/13/2019	378.90
67839	PSOMAS01	Psomas	03/13/2019	11,887.50
67840	QUINN02	Quinn Company	03/13/2019	3,393.64
67841	REDIRE01	Redi-Relief First Aid & Safety, Inc	03/13/2019	99.00
67842	RICOH02	Ricoh USA, Inc	03/13/2019	595.49

Check No	Vendor No	Vendor Name	Check Date	Check Amount
67843	RIGHT01	Right of Way, Inc.	03/13/2019	328.50
67844	SANGAB13	San Gabriel Valley Council	03/13/2019	150.00
67845	SCFUELS	SC Fuels	03/13/2019	3,753.67
67846	SHELTE01	ShelterClean, Inc.	03/13/2019	1,400.00
67847	TRAFFI01	Traffic Management	03/13/2019	35.00
67848	WALT01	Walters Wholesale Electric Co.	03/13/2019	158.63

Report Total (53 checks):

220,448.33

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: March 14, 2019

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Approval of Memorandum of Understanding Agreement between Owner Counties and Participants for the Use of the SECURE Government to Government (G2G) Portal

City Manager's Recommendation:

Authorize the City Manager to execute the Memorandum of Understanding Agreement between Owner Counties and Participants for the Use of the SECURE Government to Government (G2G) Portal.

Background and Analysis:

At the meeting of January 23, 2019, City Council authorized the City Manager to execute a Memorandum of Understanding for the Statewide Electronic Courier Universal Recording Environment (SECURE) for electronically processing recorded documents and transactions. Upon execution by the City Manager and transmittal to the Lead Agency, it was determined that staff had been provided the wrong version of the Memorandum of Understanding. It is now necessary for the appropriate MOU to be approved and executed to launch the SECURE portal program.

The Statewide Electronic Courier Universal Recording Environment (SECURE) portal provides a more efficient and cost-effective document recording service to government agencies such as the City of Irwindale, as well as safeguards public records. A portion of this system, G2G (Government to Government) will allow the City Clerk's office to submit documents on behalf of the City from their own office location, instead of driving to the County and waiting in line for recordation.

There is no cost to submit documents through SECURE and the Chief Deputy City Clerk and Management Analyst will be able to begin scanning and uploading original documents directly through SECURE using a token for authentication once the MOU between Owner Counties and Participants for the Use of the SECURE Government to Government (G2G) Portal is approved and executed.

Some of the documents that will be submitted through the SECURE portal include:

Development Agreements
Encroachment Agreements
Grant Deeds
Notices of Completion
Quitclaim Deeds

Reconveyances
Release of Covenants
Street Dedications
Utility Easement Agreements

The City Attorney and IT Manager have each reviewed the appropriate Memorandum of Understanding. As previously noted by the City Attorney, although the service is at no cost to the City, the City is responsible and must indemnify the operator for any claims that arise from its use.

Fiscal Impact:


There is no cost to the City to submit documents using the SECURE portal.

Review:

Fiscal Impact:  (Initial of CFO) None

Legal Impact:  (Initial of Legal Counsel) None

Prepared By / Contact: Laura Nieto, Chief Deputy City Clerk
Phone: (626) 430-2202



William Tam, City Manager

Attachment:

Memorandum of Understanding between Owner Counties and Participants for the Use of the SECURE Government to Government (G2G) Portal

**MEMORANDUM OF UNDERSTANDING AGREEMENT
BETWEEN OWNER COUNTIES AND PARTICIPANTS
FOR THE USE OF THE SECURE GOVERNMENT TO GOVERNMENT (G2G)
PORTAL**

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement"), made and entered into on, _____, is between the counties of Los Angeles, Orange, Riverside, and San Diego that own the Statewide Electronic Courier Universal Recording Environment ("SECURE") with the Orange County Clerk-Recorder acting on their behalf as the Lead County (collectively "Owners"), participating counties and _____ the submitting party ("Government Agency"), recording electronically through the SECURE G2G Portal. The Owners, Participating Counties and Government Agency are collectively referred to as the "Parties."

WHEREAS, California Government Code Section 27279(b) states "the recorder of any county may, in lieu of written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if the requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch or instrumentality of the federal government."

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego are the Owners of the SECURE G2G Portal and a County that uses the SECURE system, but is not an Owner, is considered a Participating County; and

WHEREAS, the SECURE G2G Portal functions as a separate portal under the same security framework as the existing SECURE system; and

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego entered into an agreement to share the ownership and ongoing maintenance of a multi-county Government to Government electronic recording portal; and

WHEREAS, Orange County is the "Lead County" in supporting this SECURE G2G Portal and is responsible for executing any agreements with participants with the approval of the other Owners.

NOW THEREFORE, the Parties, for and in consideration of the mutual promises and agreements herein continued, do agree to the following:

1. Definitions

Owners: The owners of the SECURE G2G Portal consisting of Los Angeles, Orange, Riverside and San Diego Counties.

Participating County(ies): Any non-owner county that is part of the SECURE System and uses the SECURE G2G Portal to electronically receive and return documents for recording.

SECURE G2G Portal: Refers to the SECURE Government to Government Portal.

Government Agency: The Agency or Department under this Agreement that submits package(s) of documents electronically to an Owner or Participating County using the SECURE G2G Portal for the purpose of electronically recording.

Operational Issues: Issues regarding the business rules that dictate what can be recorded by an individual Owner county or Participating County.

Technical Issues: Issues regarding how the SECURE G2G Portal electronically receives and returns recordable documents.

Infrastructure: The non-software components used to electronically receive and return recordable documents through the SECURE G2G Portal.

Department Representative: The contact person within the Owner or Participating County tasked with supervising the scanning personnel used for the act of electronic recording.

SECURE: The Statewide Electronic Courier Universal Recording Environment (SECURE) used by multiple participating counties to electronically receive and return documents for recording.

Government to Government: The act of a county recorder recording a document for a government entity through the SECURE G2G Portal.

2. Purpose

The purpose of this Memorandum of Understanding (MOU) is to define the requirements, rules and policies needed for Parties to share in the use of the SECURE G2G Portal to electronically record documents in a secure electronic recording environment.

3. Term

This Agreement shall become effective upon the signature of the Parties and shall expire five (5) years thereafter unless terminated in writing by either party in accordance with this Agreement.

4. Fees and Cost:

Government Agency is exempt from fees for SECURE G2G Portal system use, maintenance and technical support. Government Agency may be held responsible to pay any other applicable fees, taxes, and other charges, however denominated, for the recordation of documents. Startup costs may include reimbursements for setup and tokens if applicable.

5. Eligibility

Established government agencies at the local, state or federal level, as defined below, will be allowed to submit legal documents for electronic recording through the SECURE G2G

Portal pursuant to California Government Code section 27279(b), which states in part "the recorder of any county may, in lieu of written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if the requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch or instrumentality of the federal government."

6. SECURE G2G Portal Recording Requirements

SECURE G2G Portal recording requirements and specifications are generally set forth in Attachment A and Attachment B, incorporated herein by reference, to this Agreement.

- 6.1 Government Agency shall comply with any and all requirements and specifications.
- 6.2 Government Agency understands that the requirements and specifications may change from time to time.
- 6.3 Government Agency understands that the requirements and specifications set forth in the attachments could be specific to individual Owner or Participating Counties.
- 6.4 Government Agency acknowledges that the recording requirements and specifications contained in the attachments may not be exhaustive of the recording requirements for the individual Owners and Participating Counties.
- 6.5 Owners will provide written notice to the Government Agency within a reasonable period of time if there are any changes to the requirements or specifications.
- 6.6 Attachment A – Provides the technical specifications including submission methods, communication protocol, security framework and imaging standards.
- 6.7 Attachment B – Contains the processing schedules, hours of operation, policies, sample document types and authority, technical service contact and security incident contact information for electronic recording with each individual Owner or Participating County.

7. Government Agency Acknowledgments and Responsibilities

- 7.1 Government Agency must supply all electronic recording equipment, i.e., computer, monitor, scanner, printer, an internet connection and a token from the Lead County, if applicable.
- 7.2 The electronic documents or records shall be considered the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents or records. In the case that such documents or records bear a digital or electronic signature, those signatures shall have the same effect as paper documents or records bearing handwritten signatures.
- 7.3 Government Agency is responsible for the accuracy, completeness and content of documents submitted for Government to Government recording.

- 7.4 Government Agency shall immediately notify Lead County of any security incident, including but not limited to attempts at or actual unauthorized access which could compromise or otherwise adversely affect SECURE's data systems.
- 7.5 Government Agency shall ensure that all security measures and credentials implemented are protected. Government Agency assumes all responsibility for documents submitted through unique credentials provided to Government Agency for the purposes of engaging in Government to Government recording.
- 7.6 Government Agency is responsible for receiving and verifying receipt of documents recorded to ensure that the source of the receipt is the county where the document was to be recorded.
- 7.7 Government Agency shall address all Operational Issues related to the electronic recording process with the individual Owner or Participating Counties.
- 7.8 Government Agency shall notify the Lead County of all problems involving Technical Issues. Government Agency shall work in good faith with the Lead County to resolve any Technical Issues. Resolution of Technical Issues may require Government Agency to provide onsite access to Lead County.
- 7.9 Government Agency shall comply with each county's individual recording requirements. Government Agency's submission of a document via the SECURE G2G Portal for transmission to a particular county for recording does not guarantee the document will be recorded by that individual County. Each Owner or Participating County may have its own specific requirements for the recordation of documents including, but not limited to, document types authorized for recording and payment methods. Documents not meeting a county's specific requirements for recording may be rejected by the respective county.
- 7.10 Following the electronic recordation of a document, Government Agency agrees to deliver the original document and/or notify the real party in interest.

8. Lead County Responsibilities

- 8.1 Lead County shall conduct ongoing monitoring of the SECURE G2G Portal in an effort to protect the integrity of the transmission process.
- 8.2 Lead County shall test and maintain the SECURE G2G Portal software and hardware.
- 8.3 If the SECURE G2G Portal experiences delays or power failures that interfere with the normal course of business, the Lead County will work with the individual Participating County and Government Agency until the problem has been remedied.
- 8.4 Lead County will coordinate the SECURE G2G Portal administration, training, policy creation, access control and establishment of contracts required for Government Agency to submit to Participating Counties.

8.5 Lead County shall facilitate all communication between Government Agency and Participating Counties.

9. SECURE G2G Portal Review

Government Agency's right to submit documents under this Agreement is subject to Owners review and acceptance of Government Agency's standards and procedures. Such approval will not be unreasonably withheld by Owners. This review is to confirm that all requirements of this Agreement are met.

10. General Recording Requirements

Submission, acceptance, recording and rejection of any document must comply with all applicable federal, state and local laws. County specific recording requirements are generally set forth in Attachment B.

11. Suspension

Lead County may suspend Government Agency's submission of documents to the SECURE G2G Portal, restrict access, or deny access to Government Agency and any of Government Agency's individual staff members at any time in its sole discretion as it deems necessary.

Notice of suspension will be immediately provided to Government Agency by Lead County on behalf of Owners. Government Agency may resume submission upon satisfactory resolution of the reason for suspension after notification from the Lead County. Whether a matter is resolved is determined solely by the SECURE Owners.

The following is a non-exhaustive list of reasons for suspension:

11.1 To protect the public interest.

11.2 To protect the integrity of public records.

11.3 To protect real property owners from financial harm.

11.4 To prevent fraud.

11.5 For Government Agency's violation of, or to prevent the violation of, any federal, state, or local law.

11.6 For Government Agency's failure to notify Lead County of modifications which could compromise or otherwise adversely affect SECURE's data systems.

11.7 For Government Agency's default of any provision of this Agreement.

12. Limitation of Liability

Owners and Participating Counties shall be held harmless from and not incur any liability for any damages whatsoever caused either directly or indirectly for:

- 12.1 Information electronically transmitted by the Government Agency.
- 12.2 Any breach of security, fraud or deceit resulting from electronic recording.
- 12.3 Damages resulting from software, hardware, or other equipment failure.
- 12.4 Delays or power failures that interfere with the normal course of electronic recording.
- 12.5 Restricting or terminating Government Agency's ability to electronically record documents.
- 12.6 Claims, disputes or legal actions concerning an electronic transaction, including, but not limited to, the accuracy, completeness or content of documents submitted for recording.
- 12.7 Government Agency, Owners and Participating Counties shall not be liable to each other for:
 - 12.7.1 Any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic recording transmission or receipt.
 - 12.7.2 Any failure to perform processing of the transactions and documents where such failure is beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure, which prevents the parties from transmitting or receiving the electronic recording transactions).
 - 12.7.3 Except for payment and indemnity obligations hereunder, any cessation, interruption or delay in the performance of an obligation hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout boycott, provided that the party relying upon this paragraph: (a) shall have given the other party written notice thereof promptly and, in any event within five (5) days of discovery thereof and, (b) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based in the event the force majeure event described in this paragraph extends for a period in excess of 3 days.

13. Indemnification

- 13.1 Owners and Participating Counties shall not be liable for, and Government Agency shall defend and indemnify Parties against, any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including

attorneys' fees and court costs (hereinafter collectively referred to as "Claim" or "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Government Agency or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of Owners. Government Agency shall have no obligation, however, to defend or indemnify Owners from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of Owners.

- 13.2 In the event of fraud that arises directly or indirectly from Government Agency's submission of a document through the SECURE G2G Portal for electronic recording that impacts the value of or title to real estate, Government Agency shall defend and indemnify the Owners (as defined in section 13.1, above) against any Claims (as defined in section 13.1, above) for any Government to Government electronic recording transaction in which the Government Agency engages.

14. Termination

- 14.1 Either party may terminate this Agreement for any reason by providing 30 calendar days written notice of termination.
- 14.2 Owners may terminate this Agreement immediately if Government Agency is in default of any of the terms of this Agreement.
- 14.3 Notwithstanding any other provision of this Agreement, the Owners may terminate this Agreement immediately at any time in its sole discretion it deems necessary. The following is a non-exhaustive list of reasons for termination:
- 14.3.1 To protect the public interest.
- 14.3.2 To protect the integrity of public records.
- 14.3.3 To protect real property owners from financial harm.
- 14.3.4 To prevent fraud.
- 14.3.5 For Government Agency's violation of, or to prevent the violation of, any federal, state or local law.
- 14.3.6 The indemnification and limitation of liability provisions of this Agreement shall survive any termination of this Agreement.

15. Dispute Resolution

Owners and Government Agency will attempt, in good faith, to resolve any controversy or claim arising out of or relating to Government to Government electronic recording through either negotiation or mediation prior to initiating litigation.

16. Governing Laws and Venue

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

17. Amendment

Any amendments or modifications to this Agreement shall be in writing duly executed by each party's authorized official, which shall become effective at a time mutually agreed upon by the Parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein shall be binding on either party.

18. Assignment

This Agreement shall not be assigned by a party, either in whole or in part, without prior written consent of other party. Any assignment or purported assignment of this Agreement by a party without the prior written consent of the other party will be deemed void and of no force or effect.

19. Entire Agreement

This Agreement contains the entire and complete understanding of the Parties and supersedes any and all other agreements, oral or written, with respect to the terms under this Agreement.

20. Parties in Interest

None of the provisions of this Agreement or any other document relating hereto provides any rights or remedies to any person other than the Parties hereto and the Participating Counties and their respective successors, transferees, assumers and assigns, if any.

21. Privileged and Confidential Information

The Government Agency agrees that all personal information, which is considered privileged and confidential under state law contained within the documents submitted for recording will not be released by the Government Agency to any individual or other legal entity who would not otherwise have authorized access to such information. Any release of information by the Government Agency to any unauthorized individual or other legal entity may result in the Owners terminating this Agreement.

22. Waiver

No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by Owners shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of Owners, in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

23. Severability

If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

24. Sections and Attachments

All sections and attachments referred to herein are attached hereto and incorporated by reference.

25. Headings

The Agreement captions, clause, section and attachment headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

26. Notice

Any notice pursuant to this Agreement shall be in writing and deemed given when delivered personally, sent by facsimile or deposited in United States mail, postage-prepaid, to the Parties listed below. For reporting a security incident, the Government Agency shall call the Lead County specified below. All notices, billings, or other communications provided for this agreement shall be sent to the respective Counties as provided in this paragraph.

27. Government Agency

Notices for the Government Agency will be sent to the Representative according to the Information listed below.

27.1 Government Agency Department Head (please print):

Name: _____

Title: _____

Telephone #: _____

Fax #: _____

Email Address: _____

Street Address (location of equipment/software):

City, State and Zip Code

27.2 Government Agency Representative:

Name: _____

Title: _____

Telephone#: _____

Email Address: _____

27.3 Lead County:

Orange County Clerk-Recorder
Attn: SECURE G2G Coordinator
12 Civic Center Plaza, Room 101,
Santa Ana, CA 92701
Fax: (714) 834-5808

28. Signatures in Counterparts:

This MOU may be executed in counterparts by the parties. This MOU is in effect as to any signatory party upon execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

/

/

/

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and attested to by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as of the day and year first above written.

OWNERS

THE COUNTY OF ORANGE FOR ITSELF AND FOR OWNERS:

Approved By: Hugh Nguyen

Signature: _____

Title: Orange County Clerk-Recorder

Dated: _____

GOVERNMENT AGENCY

DEPARTMENT OF (Government Agency): _____

Approved By: _____

Signature: _____

Title: _____

Dated: _____

Attachment A - Technical Specifications

1. Submission Methods

SECURE G2G Portal User Interface (UI) – government agencies who will be scanning paper or uploading image files directly into the SECURE G2G Portal must use a token for authentication. Government agencies will receive recording confirmation via the UI. The UI allows user to upload a pre-scanned 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.

SECURE G2G Portal Web API (API) – government agencies that directly connect to the API must adhere to the XSD standard. The XML files that are uploaded must include Base64 encoded 300 DPI TIFF Group IV image files. This process does not require a user to be involved in the transfer; it is an automatic process that will be programmed by the submitter in conjunction with the County. Agencies will receive recorded information via XML return package.

2. Communications Protocol

HTTPS is required for the submission of instruments.

3. Security Framework

The required security framework is provided for in the SECURE G2G Portal software. The SECURE G2G Portal software shall use a minimum of 128 bit file and image encryption. Industry standard Secure Sockets Layer (SSL) and user login with password that is encrypted shall be employed. User passwords are controlled by the Government Agency and at a minimum changed at 90 day intervals to reduce security exposure.

- a) **Endpoint Security (Authentication Token)** - Government Agencies will require one token for each agency staff member that will be utilizing the UI. For use of the token to submit documents through the SECURE G2G Portal for recording electronically, please refer to the SECURE G2G Portal User Manual.

b) Computers and User Accounts

Government agency computer(s) connected to the SECURE G2G Portal will have system and application logging enabled with a retention period of 3 months. Lead County may request reports of user access and transaction activity.

Computers on which documents originate shall have: (1) all critical operating system patches applied within one month from when the patch first becomes available; (2) a hardware firewall installed and maintained; (3) up to date virus scan software that shall check for definition updates twenty-four hours; (4) screen lock must be configured for activation after 10 minutes of inactivity; and, (5) complex passwords, as per Microsoft password complexity requirements.

Shared user accounts may not be issued. At no time shall more than one person be authorized access to the SECURE G2G Portal using a single SECURE G2G Portal user

account (user account) or set of identity credentials. Each person shall be uniquely identified. If a user's status changes, so that access to the SECURE G2G Portal is no longer required, the user's account and identity credentials shall be disabled and revoked, but not deleted from the system. User accounts and identity credentials are non-transferable.

4. Imaging Standards

The following imaging standards shall be complied with:

- Documents must be scanned or uploaded at 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.
- Documents will be scanned in portrait mode.
- All pages, including attachments, must be numbered sequentially.
- Documents must be scanned to original size.
- Document details, such as margins, font size and other similar requirements, must meet all applicable state statute as set out in, Government Code Section 27361 et seq.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: March 14, 2019
 To: Honorable Mayor and Members of the City Council
 From: William K. Tam, City Manager
 Issue: Senior Citizen Commission Stipend

City Manager's Recommendation:

That the City Council provide direction to staff as Council deems appropriate.

Background and Analysis:


On June 9, 2003, the City Council adopted Ordinance 569, thereby establishing the Irwindale Senior Citizen Commission. Members of the commission receive a stipend of \$50 for each regular meeting attended. The commissioners are not entitled to any additional compensation, benefits, or reimbursement of any expenses. As a point of reference, attached is a Senior Citizen Commission stipend survey conducted by the City Clerk's office on March 5, 2019.

Fiscal Impact:


Should the City Council propose to make any changes to the Senior Citizen Commission Stipend, the fiscal impact will be calculated based on the changes proposed, and will be presented when the item is considered for adoption at a future date.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Theresa Olivares, Assistant City Manager
Phone: (626) 430-2294


 William Tam, City Manager

Attachment: Senior Citizen Commission Stipend Survey dated March 5, 2019

Senior Citizen Commission
Stipend Survey (March 5, 2019)

City	County	Population	Meeting Frequency	Stipend or Other Benefits
Chula Vista	San Diego	270,000	Monthly	None
El Cerrito	Contra Costa	24,000	Monthly	None
Fremont	Alameda	231,664	9 meetings/year (once per month except July/Aug/Dec)	None
Healdsburg	Sonoma	12,000	Monthly	None
Long Beach	Los Angeles	469,450	Monthly	None
Menifee	Riverside	93,000	Monthly	None
Milpitas	Santa Clara	75,000	Monthly	None
Norwalk	Los Angeles	109,000	Monthly	None
Pleasant Hill	Contra Costa	35,000	Monthly	None
San Dimas	Los Angeles	34,000	Monthly	None
San Jose	Santa Clara	1,000,000	Monthly	None
San Mateo	San Mateo	110,000	Monthly	None
Sierra Madre	Los Angeles	12,000	Monthly	None
Temple City	Los Angeles	35,558	Monthly	None
Thousand Oaks	Ventura	130,000	Held bi-monthly at scheduled time and place: 1:00 p.m. 1st Wednesday monthly televised in Board Room, and 10:30 a.m. 3rd Wednesday monthly (working meeting) in the T.O. Library Training Room; First meeting of month October through June will be televised. September meetings are not televised. Meetings not held during the months of July and August	None
Torrance	Los Angeles	146,000	Monthly	\$10 per meeting attended, paid quarterly. Must attend 2/3 ^{rds} of meeting to be paid.

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**

Check No	Vendor No	Vendor Name	Check Date	Check Amount
67795	FEDEX	FedEx	03/07/2019	14.00
Report Total (1 checks):				14.00

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

DECEMBER 12, 2018
WEDNESDAY
7:33 P.M.

The Irwindale **RECLAMATION AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Board Members Larry G. Burrola, H. Manuel Ortiz;
 Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Absent: Board Member Manuel R. Garcia

Also present: William Tam, Executive Director; Fred Galante, Board Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Chief of Police; Eva Carreon, Director of Finance; Arsanious Hanna, City Engineer; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

ANNOUNCEMENT

CHIEF ASSISTANT
 AUTHORITY
 SECRETARY NIETO

Chief Assistant Authority Secretary Nieto announced the following:

"As required by Government Code Section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of \$300 for attending the Reclamation Authority meeting."

**SPONTANEOUS
 COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Burrola, seconded by Chair Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held September 12, 2018

ITEM NO. 1B
2018 4TH QUARTER
MINING REPORT OF
NINE SMARA PITS

2018 4th QUARTER MINING REPORT OF NINE SMARA PITS

The report was received and filed.

<u>ITEM NO. 1C</u>	INVESTMENT QUARTERLY REPORT – SEPTEMBER 30, 2018
<u>INVESTMENT</u>	
<u>QUARTERLY REPORT</u>	The Investment Quarterly Report for September 30, 2018, was
<u>SEPTEMBER 30, 2018</u>	received and filed.

END OF CONSENT CALENDAR

<u>NEW BUSINESS</u>	None
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<u>PUBLIC HEARINGS</u>	None
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<u>ADJOURNMENT</u>	There being no further business to conduct, the meeting was adjourned at 7:33 p.m.
--------------------	--

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

- ☐ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☒ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: March 14, 2019

To: Honorable Chairman and Members of the Irwindale Reclamation Authority

From: William K. Tam, Executive Director

Issue: 2019 First Quarter Mining Report of Nine SMARA Pits

Executive Director's Recommendation:

That the Irwindale Reclamation Authority receive and file this report.

Background and Analysis:

The table below summarizes the estimated production of five SMARA pits currently conducting mining activities in the City.

Mine Site	Estimated Production December 2018 through February 2019 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	440,000	60,536,850
Peck Road Gravel Pit	12,000	419,000
United Pit No. 3	336,991	805,699
Vulcan Reliance I	240,000	29,035,000
Vulcan Durbin	280,000	37,210,000

A total of approximately one million three hundred eight thousand nine hundred ninety-one (1,308,991) tons of material were produced during the reporting period from the five SMARA pits stated above, which is approximately 373,849 tons less than the previous quarter production reported.

Below is a summary of the current activities of the remaining four SMARA pits in the City.

Mine Site	Status	Activity
United Pit No. 2	Under Reclamation	South Slope Remediation completed
United Pit No. 4	Active	Processing Plant
Olive Pit	Active	Access road paving and hydro-seeding of the road slope is completed.
Azusa Western Pit	Inactive	Inactive

During the first quarter reporting period, reclamation activities were also being reported at four SMARA Pits. Below is a summary of the reclamation activities at these four SMARA Pits.

Mine Site	Estimated Fill Placed December 2018 through February 2019 (C.Y.)
Lehigh Hanson Pit	52,786
United Pit No. 2	199,620
Vulcan Reliance II Pit	246,670
Vulcan Durbin Pit	99,000

City Owned Olive Pit, CA Mine ID # 91-19-0052

The mining operator, United Rock Products (URP), has completed paving and the hydro seeding of the access road. Traffic signal design at the project entrance is 100% complete. URP is currently negotiating an easement needed for the pedestrian crossing at the railroad crossing before they can finalize the traffic signal design at the intersection of Los Angeles St. and Azusa Canyon Rd. Approximately 232,420 tons of talus were removed from the site during the quarter, which was previously stockpiled during the construction of the access road.

Fiscal Impact:

There is no fiscal impact.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: *Electronically Approved by City Attorney* (Initial of Legal Counsel)

Prepared By: Francisco Carrillo, Construction Compliance Manager

Reviewed By/Contact: Arsanious M. Hanna, City Engineer/Building Official

Phone: (626) 430-2215



William K. Tam, Executive Director

- ☐ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☒ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: March 14, 2019
 To: Reclamation Authority Board
 From: William K. Tam, City Manager/Executive Director
 Issue: Investment Quarterly Report for December 31, 2018.

City Manager's Recommendation:

For the Reclamation Authority to receive and file the Investment Quarterly Report for December 31, 2018.

Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council/Boardmembers for review and compliance with the City's adopted Investment Policy.

The City's Investment Policy applies to all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority. These funds are pooled to produce a greater interest yield on investments. The Investment Report for the quarter ended December 31, 2018 was presented to the City Council, Successor Agency Board, and Housing Authority Board on January 23, 2019. The Reclamation Authority was not scheduled to meet on that date, and therefore it is appropriate to present the same Quarterly Investment Report to the Reclamation Authority during their next regularly scheduled meeting.


The attached investment report summarizes the City's investments as of December 31, 2018. The report shows that funds are invested in the Local Agency Investment Fund (LAIF), certificates of deposits and federal agency securities. All investments are in compliance with the City's adopted investment policy.

Fiscal Impact:

There is no fiscal impact to receive and file this report.

Review:

Fiscal Impact:  (Initial of CFO) None.

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Eva Carreon, Finance Director/City Treasurer
Phone: (626) 430-2221

A handwritten signature in black ink, appearing to be 'W. K. Tam', is written over a horizontal line.

William K. Tam, City Manager/Executive Director

Attachment:
City of Irwindale Investment Report – December 31, 2018

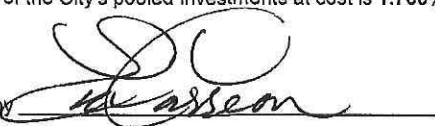
**CITY OF IRWINDALE
INVESTMENT REPORT
December 31, 2018**

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
CITY OF IRWINDALE INVESTMENTS (POOLED - ALL FUNDS)						
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 16,231,700	2.29%			\$ 16,231,700	
US GOVERNMENT AGENCIES						
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	2,457,500	1.25%	03/19/14	01/30/19	2,497,675	AAA
FEDERAL FARM CREDIT UNION (FFCB)	3,000,000	1.25%	03/29/16	03/29/19	2,991,450	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	1,400,000	1.00%	06/30/16	06/28/19	1,389,486	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	988,500	1.25%	12/29/15	10/02/19	989,670	AAA
FEDERAL FARM CREDIT UNION (FFCB)	5,000,000	1.70%	12/27/16	12/27/19	4,952,200	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	3,000,000	1.42%	03/30/16	03/30/20	2,957,550	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	4,000,000	1.17%	06/30/16	03/30/20	3,934,760	AAA
FEDERAL FARM CREDIT UNION (FFCB)	5,000,000	1.83%	12/21/16	12/14/20	4,927,700	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	5,000,000	1.50%	06/30/16	06/30/21	4,941,750	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	5,000,000	1.25%	06/30/16	06/30/21	4,806,550	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	4,000,000	2.00%	07/27/17	10/27/21	3,938,800	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	5,000,000	2.13%	06/29/17	06/29/22	4,908,800	AAA
Sub-Total US Government Agencies:	43,846,000				43,236,391	
CERTIFICATES OF DEPOSIT						
BELMONT BANK & TRUST	240,000	1.35%	01/13/16	01/14/19	239,969	
GOLDMAN SACHS BANK	240,000	2.00%	05/07/14	05/07/19	239,522	
STERN'S BK NA ST CLOUD (SSFNN)	240,000	1.60%	06/23/17	06/24/19	238,906	
BANK LIBERTY(LBCPX)	240,000	1.50%	12/30/15	06/28/19	238,752	
FARMERS & MERCHANTS BK (FMFG)	240,000	1.60%	06/28/17	06/28/19	238,874	
FIRST COML BK (FSCMB)	240,000	1.60%	06/30/17	06/28/19	238,870	
TCF NATIONAL BANK (TCF)	240,000	1.50%	06/28/17	06/28/19	238,757	
BAR HBR BK & TR (BHB)	240,000	1.65%	06/30/17	07/01/19	238,915	
FARM BUREAU BANK (FARMBU)	240,000	1.50%	01/14/16	07/15/19	238,627	
ALLY BANK	240,000	1.65%	12/22/16	12/23/19	237,533	
BANK BUFFALO (BFFLO)	240,000	1.60%	06/22/17	12/23/19	237,418	
DISCOVER BANK (DFS)	240,000	1.65%	12/21/16	12/23/19	237,533	
AMERICAN EXPRESS (AXP)	240,000	2.05%	12/30/15	12/30/19	238,409	
CONNECTONE BK NJ	240,000	1.85%	12/30/14	12/30/19	238,474	
EVERGREEN BK (EVRBG)	240,000	1.60%	06/30/17	12/30/19	237,341	
GUARANTY BANK	240,000	1.60%	12/29/15	12/30/19	238,258	
MB FINANCIAL BANK	240,000	1.60%	01/08/16	01/08/20	238,586	
EAGLE BANK CTF	240,000	1.60%	01/13/16	01/13/20	237,214	
BANK OF OAKLAND (OKFLD)	240,000	1.70%	06/30/17	06/29/20	235,810	
MARATHON SAVINGS (MRTHS)	240,000	1.70%	06/28/17	06/29/20	235,817	
BANK PRINCETON (BPRCT)	240,000	1.70%	06/30/17	06/30/20	235,805	
CHIPPEWA VY BK (CPWAV)	240,000	1.70%	06/30/17	06/30/20	235,805	
SUMMIT CMNTY BK (SMMF)	240,000	1.70%	06/30/17	06/30/20	235,805	
BANK VISTA (ABDIT)	240,000	1.75%	12/29/16	10/29/20	234,653	
FIRST BANK RICHMOND (FTMUT)	240,000	1.80%	06/27/17	12/28/20	234,168	
CAPITAL ONE BANK	240,000	2.05%	12/29/16	12/29/20	235,339	
INVESTORS COMM BANK CTF DEP (ICBANK)	240,000	1.90%	12/31/15	12/31/20	234,598	
LAKESIDE BK (LKSDB)	240,000	1.85%	06/22/17	03/22/21	233,585	
FIRSTTRUST SVGS BK (SEMPRE)	240,000	1.90%	06/23/17	06/23/21	232,954	
MARINE BK (CIBH)	240,000	1.85%	06/29/17	06/29/21	232,608	
SIGNATURE BANK (COMMF)	240,000	1.85%	06/30/17	06/30/21	232,598	
GOLD COAST BANK (GDCOB)	240,000	1.90%	06/28/17	12/28/21	231,043	
CAPITAL ONE BANK (COF)	240,000	2.25%	12/29/16	12/29/21	233,465	
CITIZENS ST BK (CSBSH)	240,000	1.90%	06/30/17	12/30/21	231,022	
FIRST ST BANK (FRSTE)	240,000	2.00%	06/30/17	04/29/22	230,251	
BRIDGEWATER BK (BRDGW)	240,000	2.00%	06/29/17	06/29/22	229,488	
MARLIN BUSINESS BK (MRLN)	240,000	2.05%	06/29/17	06/29/22	229,884	
COMENITY CAP BK (ADSK)	240,000	2.25%	06/30/17	06/30/22	231,456	
Sub-Total Certificates of Deposit:	9,120,000				8,958,108	
Total City of Irwindale Investments (Pooled Funds):	69,197,700				68,426,199	

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
<u>SUCCESSOR AGENCY INVESTMENTS</u>						
LOCAL AGENCY INVESTMENT FUND (LAIF)	15,119,864	2.29%			15,119,864	
<u>HOUSING AUTHORITY INVESTMENTS</u>						
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,727,171	2.29%			4,727,171	
GRAND TOTAL OF INVESTMENTS	<u>89,044,735</u>				<u>88,273,234</u>	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 13, 2018. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.06 years, and the weighted average yield of the City's pooled investments at cost is 1.760%. Market prices of securities are obtained directly through Bank of the West.

Approved by



Eva Carreon, Director of Finance/City Treasurer

- ☐ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☒ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: March 14, 2019

To: Honorable Chairman and Members of the Irwindale Reclamation Authority

From: William K. Tam, Executive Director

Issue: Reliance II Landfill – Request for Letter regarding Reclamation

City Manager's Recommendation:

That the Irwindale Reclamation Authority authorize the Executive Director to issue a letter to CalMat Co., dba Vulcan Materials Company, Western Division (CalMat Co.) regarding Reclamation of the Reliance II Landfill pertaining to the June 11, 2008 SMARA Operation Rights Transfer and Conveyance Agreement between Irwindale Reclamation Authority and CalMat Co.

Background and Analysis:

On June 11, 2008, the Irwindale Reclamation Authority (Authority) entered into a SMARA Operation Rights Transfer and Conveyance Agreement with CalMat Co. (Reclamation Agreement) concerning the Reliance II Landfill. This agreement was executed solely for the purpose of complying with the State Mining and Reclamation Act and allowing greater flexibility to public agencies in providing financial assurances mechanisms for reclamation of mining pits using revenues generated by operating an inert landfill to fill the pits.

On March 5, 2019, CalMat Co. submitted a letter to the City requesting a letter from the Authority confirming that the Authority will refrain from exercising rights it may have to cure any default on the part of CalMat Co., or its successor, to complete reclamation of the Reliance II Landfill, so long as any person is carrying out such reclamation on CalMat Co.'s behalf.


According to Section 1(c) of the Reclamation Agreement, CalMat Co. and/or the buyer will have the same obligations to reclaim the Reliance II Pit per the approved Reclamation Plan.

As such, it is recommended that the Authority authorize the Executive Director to issue a letter to CalMat Co. confirming Authority's agreement to refrain from exercising any rights it may have to cure any default on the part of CalMat Co. to complete reclamation of the Reliance II Landfill (including, without limitation, any rights the Authority may have under Section 1(c) of the Reclamation Agreement), so long as any person is carrying

out such reclamation on CalMat Co.'s behalf. Attached with this report is a draft letter prepared by our Board Legal Counsel responding to CalMat's request.

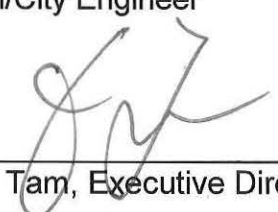
Review:

Fiscal Impact:  (Initial of CFO) None

Legal Impact:  (Initial of Legal Counsel) None

Prepared By/Contact: Arsanious Hanna, Building Official/City Engineer

Phone: (626) 430-2215



William K. Tam, Executive Director

Attachment(s): (1) June 11, 2008 SMARA Operation Rights Transfer and Conveyance Agreement between Irwindale Reclamation Authority and CalMat Co.
(2) Draft Irwindale Reclamation Authority Response Letter

SMARA OPERATION RIGHTS TRANSFER AND CONVEYANCE AGREEMENT

THIS SMARA OPERATION RIGHTS TRANSFER AND CONVEYANCE AGREEMENT is dated as of June 11, 2008 and is made by and among the Irwindale Reclamation Authority, a joint powers authority created under the California Joint Powers Authority law, Government Code Sections 6500 *et. seq.* (the "JPA"), and CalMat Co., dba Vulcan Materials Company, Western Division, a Delaware corporation ("Vulcan"), with respect to the following facts:

A. Vulcan owns and operates three non-contiguous mining quarries totaling approximately 547.8 acres in the City and described as follows: (a) the 334.6 acre Durbin Quarry, where mining commenced in approximately 1900 and active mining and concurrent reclamation operations continue, located at 13000 East Los Angeles Street, lying adjacent and contiguous to the 605 Freeway and Los Angeles Street; (b) the 124.2 acre Reliance I Quarry, where mining commenced in approximately 1900 and active mining and concurrent reclamation operations continue, located at 16001 Foothill Boulevard, at the northernmost portion of Irwindale Avenue; and (c) the approximately 89 acre Reliance II Landfill where mining commenced in 1972 and ceased in 1986/87 and reclamation continues, located at 15990 Foothill Boulevard (collectively, the "Properties"). The Properties are subject to reclamation in accordance with the two reclamation plans filed by Vulcan and approved by the City of Irwindale (the "City") pursuant to the California Surface Mining and Reclamation Act of 1975 ("SMARA"). Such reclamation plans, as may be amended from time to time, are referred to as the "Reclamation Plans."

B. In addition to the Reclamation Plans, concurrent with the approval of this Agreement, the City has considered and approved Vulcan's conditional use permits ("CUPs") for the Properties, and also the development agreements ("Development Agreements") for reclamation and ultimate development of the Properties.

C. Sections 3803 and 3806 of regulations promulgated by the State Mining and Geology Board (the "SMGB") designate "governmental entity operators" as entitled to utilize "pledges of revenue or budget set aside" as "financial assurance mechanisms," in addition to the other financial assurance mechanisms permitted to nongovernmental entity operators.

D. Government Code Section 6502 authorizes two or more governmental agencies to by contract form joint powers entities to exercise collectively the powers of any one of such entities. The City of Irwindale and Irwindale Redevelopment Agency have formed the JPA pursuant to such authority to cause the reclamation of certain quarries in the City, including the Properties. The JPA is intended to operate as a governmental entity operator to utilize a pledge of revenue to serve as a financial assurance mechanism. This mechanism contemplates a transfer and conveyance of SMARA operating rights between Vulcan and the JPA, as provided below.

E. The State of California Department of Conservation ("DOC") has advised the City, JPA and Vulcan that financial assurances arrangements as contemplated in this Agreement, including the posting of surety bonds pursuant to Sections 3, the establishment of the

(a) On or about August 3, 2004, the JPA established and has since maintained a reclamation fund (the "Reclamation Fund") for the reclamation of certain quarries owned by United Rock Productions Corporation ("United") and Hanson Aggregates West, Inc. ("Hanson"), located in the City, in accordance with the reclamation plans and agreements (substantially in the same form as this Agreement) previously entered into between the JPA and United, and between the JPA and Hanson. By this Agreement, the JPA shall deposit additional amounts into the Reclamation Fund, as set forth in Section 2(b), below, which shall be utilized, if necessary, for the reclamation of the Properties in accordance with the Reclamation Plans, CUPs, and the Development Agreements.

(b) In or about September 2004, pursuant to the United SMARA Transfer Agreement, the City contributed an initial deposit of \$985,715 into the Reclamation Fund and thereafter has (or will) contribute \$328,572 on each anniversary of the effective date of the United SMARA Transfer Agreement until the aggregate amount of the Reclamation Fund, including interest or other contributions, shall equal \$8,000,000. Subsequently, with the January 3, 2006 execution of the Hanson SMARA Transfer Agreement, the City contributed a \$514,285 deposit into the Reclamation Fund and thereafter will contribute \$171,428 on each anniversary of the effective date of the Hanson SMARA Transfer Agreement until the aggregate amount of the Reclamation Fund, including interest or other contributions, coupled with the amounts deposited pursuant to the United SMARA Transfer Agreement shall equal \$11,500,000. With the execution of this Agreement, the City has agreed to deposit an additional \$600,000 into the Reclamation Fund and will contribute \$142,717 on each anniversary of the effective date of this Agreement until the total amount of the Reclamation Fund, including interest or other contributions, shall equal \$18,500,000 ("Reclamation Fund Cap"). The City's initial and yearly contributions shall be made from existing special mining tax revenues under Irwindale Municipal Code Section 3.18.040, subject to the provisions of Section 4(b) below. Any balances exceeding the Reclamation Fund Cap shall be returned to the City's mining fund.

(c) The JPA may enter into agreements substantially in the same form as this Agreement with other mining operators. Upon such event, the City has agreed that additional amounts shall be added to the Reclamation Fund by the City to provide additional financial assurances for such operators so that the obligation of the Reclamation Fund will be proportional to undertakings assumed. Vulcan may elect to terminate this Agreement, and revoke the herein transfer of operating rights to the JPA, at any time, provided it concurrently posts financial assurances in accordance with SMARA.

(d) Any monies remaining in the Reclamation Fund shall be returned to the City after the reclamation of the Properties is complete and all financial assurances have been released to Vulcan pursuant to Section 3 (d) of this Agreement. Upon completion of reclamation of the Properties, this Agreement shall terminate and the JPA shall issue a certificate that it holds no further rights in the Properties.

(e) Should any portion of the Reclamation Fund be used to correct Vulcan's default under the Reclamation Plans or Development Agreements, Vulcan shall pledge all future filling revenues to the JPA for deposit into the Reclamation Fund until such time as the deficit to the Reclamation Fund caused by such expenditure is cured. Any unexpended amounts so deposited

Development Agreements approved concurrently herewith, at the Durbin Quarry or Reliance I Quarry until such time as fill operations at (i) Pit-1, formerly owned by United Rock Products Corporation ("United"), now owned by J.H. Holdings as of the date of this Agreement, bearing APN 8532-001-002 and located at 1270 East Arrow Highway, Irwindale ("Pit-1"), (ii) a 40 acre portion along the 605 Freeway of the Hanson mining operation, bearing APN 8532-004-024, and (iii) United's Pit-2, bearing APN 8533-002-001, APN 8534-017-004, APN 8534-017-005, APN 8534-017-006, and APN 8534-017-007 and located northwest of the intersection of Arrow Highway and Avenida Barbosa (collectively "Priority Quarries") are concluded or until such time as the City, in its discretion, authorizes in writing commencement of Commercial Filling Operations ("Commencement Date"). The parties expressly acknowledge that the City is attempting to prioritize filling of mining pits and, as such, the Commencement Date of any Commercial Filling Operations at either the Durbin or Reliance Quarry shall be deferred until the Priority Quarries have been reclaimed. Reclamation operations shall commence within 180 days after Vulcan's receipt of the City's authorization to commence the Commercial Filling Operations and other required permits and authorizations. At such time, Vulcan shall obtain all required permits for the reclamation backfill of the Durbin or Reliance I Quarry, as applicable, and shall immediately commence backfilling the same as provided in the Scope of Development, at **Exhibit B** and further set forth in the Reclamation Plans adopted concurrent herewith. Failure to commence within such time shall cause Vulcan to lose its position on the priority list for Commercial Filling Operations. Notwithstanding the foregoing, nothing herein shall prevent Vulcan from operating a filling operation that is not a Commercial Filling Operation at any time, provided Vulcan secures all necessary permits therefor.

(c) Challenge to Special Mining Tax. The City presently levies a special mining tax pursuant to Irwindale Municipal Code Section 3.18.040 (the "Special Mining Tax"). Should Vulcan or any other quarry operator in the City successfully contest or challenge in any venue (i) the existing Special Mining Tax imposed by the City, or (ii) the use of Special Mining Tax revenues as contributions to the Reclamation Fund referred to above, as well as payment of the reasonable expenses of the JPA and any other purpose presently permitted under the ordinance, the obligations of the City to contribute amounts to the Reclamation Fund shall be suspended and thereafter reinstated if the challenge is dismissed or unsuccessful. This Agreement shall thereafter be terminated in accordance with Section 6 unless the contributions to the Reclamation Fund from the Special Mining Tax can be reinstated within a period of 48 months.

5. Operating Matters Relating to the JPA.

(a) Vulcan shall appoint a representative to attend meetings of the board of the JPA in a non-voting capacity. The representative shall receive advance written notice of any meeting and copies of all agendas and agenda materials. The representative shall have a special status and shall not be subject to time restrictions and other rules limiting public participation in meetings.

(b) The JPA shall be governed by a board of five members who are residents of the City. The JPA shall adopt an annual budget for its operating expenses each year, which expenses shall include bookkeeping, administration, managing JPA funds, inspection of quarries, oversight of reclamation activities, and other activities reasonably necessary for the operation of the JPA. The parties hereto agree that the sources of revenue for the JPA shall include revenue provided

Irwindale Reclamation Authority
5050 North Irwindale Avenue
Irwindale, California 91706
Attn: Executive Director

With copy to:

Fred Galante, Esq.
Aleshire & Wynder, LLP
Tower 17
18881 Von Karman Ave.
Suite 400
Irvine, CA 92612


(b) Vulcan may assign its rights and obligations hereunder provided that any assignee agrees to assume all of Vulcan's obligations under this Agreement, the Reclamation Plans, and entitlements (including the CUPs and Development Agreements) including the posting of a substitute financial assurances instrument in the required amount. After such assumption, the assignor shall be released from such obligations. The assignee shall have the financial capacity to perform its obligations hereunder including the replacement of the then existing financial assurances prior to the transfer becoming effective.

(c) This Agreement constitutes the entire agreement among the parties with respect to the matters hereof and may not be amended, supplemented or varied except in a writing executed by the party to be bound. Nothing herein shall be deemed to limit or restrict the City in the exercise of its police powers in a manner consistent with State law. Nothing herein shall be deemed to be a waiver of Vulcan's contentions regarding the calculation of financial assurances.

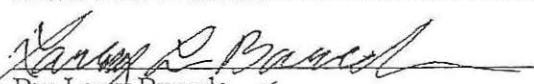
(d) This Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective agents, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written, which shall be the Effective Date hereunder.


ATTEST:


Authority Secretary
Assistant

IRWINDALE RECLAMATION AUTHORITY


By: Larry Burrola
Its: Chair

Approved as to Form
Aleshire & Wynder

By: 
Fred Galante, Authority Counsel

TO BE PLACED ON IRWINDALE RECLAMATION AUTHORITY LETTERHEAD

[DATE]

Mr. Michael Linton
Vice President, Properties and Land Development
Vulcan Materials Company – Western Division
500 N. Brand Boulevard, Suite 500
Glendale, California 91203

Re: Reliance II Landfill

Dear Mr. Linton:

In response to your request, I have been authorized to send this letter by and on behalf of the Board of the Irwindale Reclamation Authority ("Authority") and you may rely on it.

As you know, the Reliance II Landfill is subject to the SMARA Operation Rights Transfer and Conveyance Agreement, dated as of June 11, 2008, between the Irwindale Reclamation Authority and CalMat Co. ("Reclamation Agreement").

Nevertheless, please accept this letter as the Authority's agreement to refrain from exercising any rights it may have to cure any default on the part of CalMat to complete reclamation of the Reliance II Landfill (including, without limitation, any rights the Authority may have under Section 1(c) of the Reclamation Agreement), so long as any person is carrying out such reclamation on CalMat's behalf pursuant to agreement or otherwise.

Very truly yours,

IRWINDALE RECLAMATION AUTHORITY

By: _____

Its: _____